

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

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4 KIMBERLY A. MAXSON,

5 Plaintiff,

6 v.

7 H & R BLOCK, INC.,

8 Defendant.

Case No. 2:16-cv-00152-APG-CWH

**ORDER (1) GRANTING MOTION TO
COMPEL ARBITRATION, (2)
GRANTING MOTION TO DISMISS,
AND (3) DENYING AS MOOT
MOTION TO STAY DISCOVERY**

(ECF Nos. 19, 20, 23)

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11 Defendant HRB Resources, LLC (incorrectly identified in the complaint as H&R Block,
12 Inc.) moves to compel arbitration and either to dismiss or to stay the case pending the results of
13 the arbitration. Plaintiff Kimberly Maxson asserts that she has not been given adequate time to
14 respond to HRB's motions or to obtain legal counsel. She also argues that arbitration should not
15 be compelled because the events at issue in this case involve federal criminal violations, and
16 interested parties, such as the United States, would not be involved in the arbitration. She
17 requests a stay of the proceedings so that the alleged criminal conduct can be addressed. Finally,
18 she argues her complaint should not be dismissed because HRB fired her due to her disability and
19 medical restrictions. I grant the motion to compel arbitration, and I dismiss this case.

20 Maxson agreed to a Tax Professional Employment agreement which contains an
21 arbitration clause. ECF No. 19-2. That clause provides that the parties agree that covered claims
22 will be resolved through final and binding arbitration. *Id.* at 10. Covered claims include disputes
23 relating to Maxson's hiring, "employment, compensation, benefits, and terms and conditions of
24 employment with the Company, or the termination thereof" *Id.* Certain statutory claims,
25 including claims under the Americans with Disabilities Act (ADA), are specifically mentioned as
26 being subject to arbitration. *Id.* The arbitrator's award is final, "[s]ubject to the parties' right to
27 seek correction, modification, or vactur under the [Federal Arbitration Act]." *Id.* at 12. Maxson
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1 could have opted out of the agreement by submitting a signed opt-out statement but she did not do
2 so. *Id.* at 3, 12.

3 The Federal Arbitration Act (FAA) mandates that “district courts *shall* direct the parties to
4 proceed to arbitration on issues as to which an arbitration agreement has been signed.” *Cox v.*
5 *Ocean View Hotel Corp.*, 533 F.3d 1114, 1119 (9th Cir. 2008) (emphasis in original). As a result,
6 the FAA limits the court’s involvement to “determining (1) whether a valid agreement to arbitrate
7 exists and, if it does, (2) whether the agreement encompasses the dispute at issue.” *Id.* (quotation
8 omitted).

9 Maxson does not dispute that she entered into the arbitration agreement and she does not
10 offer any reason why that agreement is invalid. The agreement encompasses Maxson’s claims in
11 this case, which are related to her employment at, and termination from, HRB. ECF No. 1. The
12 fact that ADA and other employment-related claims would be subject to arbitration was
13 unambiguously set forth in the agreement. ECF No. 19-2 at 10.

14 Maxson’s argument that the arbitration should not proceed because the United States will
15 not be a party is unavailing. Nothing about enforcing the arbitration agreement will preclude
16 federal criminal charges from being investigated or initiated.

17 Finally, I deny Maxson’s request for a stay or for additional time to respond. Maxson
18 filed this case in January 2016. She thus has had over a year to obtain counsel. Likewise,
19 Maxson has had ample time to respond to HRB’s motions. The motions were filed in November
20 2016. Maxson received two extensions to file her response. ECF Nos. 31, 38. In the interim, she
21 has filed numerous lengthy documents. *See, e.g.*, ECF Nos. 30, 32, 36, 37. She thus had plenty of
22 time to prepare a response to these motions.

23 Accordingly, I grant HRB’s motion to compel arbitration. Because all of Maxson’s
24 claims are subject to arbitration, I dismiss the case, without prejudice to either party later pursuing
25 their remedies under the FAA as set forth in the agreement. *See Sparling v. Hoffman Const. Co.*,
26 864 F.2d 635, 638 (9th Cir. 1988).

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1 IT IS THEREFORE ORDERED that defendant HRB Resources, LLC's motion to compel
2 arbitration (**ECF No. 19**) and motion to dismiss (**ECF No. 20**) **are GRANTED**. Should plaintiff
3 Kimberly Maxson decide to pursue her claims against HRB Resources, LLC, she is compelled to
4 submit them to arbitration. The claims against defendant HRB Resources, LLC are dismissed
5 without prejudice and the clerk of court is instructed to close this case.

6 IT IS FURTHER ORDERED that defendant HRB Resources, LLC's motion to stay
7 discovery (**ECF No. 23**) is **DENIED as moot**.

8 DATED this 24th day of April, 2017.

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12 ANDREW P. GORDON
13 UNITED STATES DISTRICT JUDGE
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